

The Rigby Collins Family

Christopher Rigby Collins was born in 1772 son of Christopher Rigby of the Royal Navy who died in 1795 having devised his wife Sarah Rigby his estate in trust for his son Christopher Rigby who became known as Christopher Rigby Collins when the Collins surname was added in August 1810.

Musgraves Obituary 4 January 1795. Christopher Rigby navy captain.

St Nicholas Church, Bathampton Somerset Burial Register and Inscription. Sarah Rigby relict of Captain Christopher Rigby RN died aged 70 at Walcot Bath 7 November buried 13 November 1818.

Christopher Rigby Collins

Christopher Rigby baptized 4 November 1772 at Monks Risborough Bucks attended university listed in Alumni Oxonienses s.Christopher Rigby of Monks Risborough, Bucks gent. Wadham Coll. matric 14 April 1790 aged 17. A.B 1794. A.M 1797. In June 1795 he was ordained deacon at Fulham London appointed curate of Hockley Essex patron his uncle Rev Henry Rigby vicar of Hockley; in November 1796 he was ordained priest at Sarum Wiltshire appointed curate of St Martin's Church Salisbury stipend of £42 plus surplice fees.

The Times Thursday 3 December 1795. Parish of St James Westminster. On Sunday next the 6th inst two Sermons will be preached for the Benefit of the Charity Girls belonging to said Parish at King Street Chapel, King Street near Golden Square. In the Morning by Rev Christopher Rigby A.B student of Wadham College Oxford and in the Afternoon by Rev William Gilbank A.M the Reader and Afternoon Preacher at the Chapel. Prayers begin in the Morning at eleven and in the Afternoon at half past three.

Trewmans Exeter Flying Post or Plymouth & Cornish Advertiser. On Thursday 5 May 1803 Rev Christopher Rigby clerk M.A was instituted to the rectory of Ringmore in Devon on the Presentation of Sarah Rigby of the city of New Sarum widow, void by the death of the Rev Thomas Baker D.D. Rectors of Ringmore Church: Thomas Baker 1759. Christopher Rigby 1803. Stephen George Ram 1812.

Trewmans Exeter Flying Post 27 August 1807. At Modbury. To be Sold by Auction by Mr T. Coyte on Thursday 24 September 1807 and the two following days: All the neat and genteel household furniture china and glass etc the property of the Rev Mr Rigby quitting his residence at Modbury, comprising handsome carved mahogany four post and other bedsteads with prime bedding and elegant furniture with hair and straw mattresses, large Wilton and other floor and bed carpets, curtains with deep and rich drapery and fringe, chests of drawers; several sets of chairs in mahogany, fancy painted and black japan, handsome side-board, large mahogany improved dining, card and tea tables, night tables and wash stands, pier and swing glasses, neat green fenders and fire-irons, dinner and tea services of china, Worcester and Wedgwood ware, excellent eight day clock and case, a variety of firearms, a capital double-barrel and two single fowling pieces with the modern improvements by Nock Twigg and Templeman, a small collection of exotics and geraniums and a large brazier together with all kitchen furniture and a variety of other articles. Catalogues price 6d each allowed to purchasers may be had at the King's Arms Plymouth, the Seven Stars Totnes, King's Arms Kingsbridge, the Inn at Yealmpton, the Exeter Inn and the Auctioneer's house at Modbury. The furniture may be viewed each morning of the sale and the Auction will begin punctually at twelve o'clock each day.

Trewman's Exeter Flying Post. On Wednesday 24 February 1808 a Dispensation has passed the Great Seal enabling Rev Christopher Rigby MA domestic chaplain to the Earl of Limerick to hold the rectory of Ringmore together with the vicarages of Ipplepen and Woodland. Gentleman's Magazine 1808. Rev Christopher Rigby MA to hold Ringmore R. Devon with Ipplepen and Woodland VV in the same County.

Christopher Rigby married 28 January 1799 Eliza Collins daughter of William Collins at St Thomas Church, Salisbury Wiltshire. Monthly Magazine. At Salisbury Rev C. Rigby M.A to Miss Collins daughter of William Collins esq.

William Collins died 4 August 1810 and in his Will bequeathed his share of estate late of his half brother Benjamin Charles Collins to the Rev Christopher Rigby in trust for the benefit of his children by his wife Eliza. Rev Henry Rigby left his nephew Rev Christopher Rigby not a large legacy as he and his children had been amply provided for by the late Mr William Collins.

History and Antiquities Dorset. Obituary In a vault beneath with the remains of his beloved mother Edith Collins, sole heiress of a branch of the ancient Good family, being resident in this neighbourhood, are deposited those of William Collins esq of the city of Salisbury who departed this life August 4th, 1810 in the sixty-sixth year of his age. This tablet, as a tribute of gratitude and respect for his memory, was erected by his affectionate daughter Eliza, wife of the Rev Christopher Rigby Collins A.M.

Christopher Rigby added the Collins surname by Royal Licence dated 29 August 1810 and became known as **Christopher Rigby Collins** : The King has been graciously pleased to give and grant unto the Rev Christopher Rigby clerk, Master of Arts the rector of Ringmore and vicar of Ipplepen both in the county of Devon, his Royal Licence and Authority, that he and his issue, by Elizabeth his wife, may out of grateful respect to the memory of William Collins late of the city of Salisbury esq deceased, take the surname of Collins, in addition to and after that of Rigby.

Salisbury Journal September 1812. Rev C. R Collins has paid into the hands of the Treasurer of the Salisbury Infirmary the sum of fifty pounds a bequest to that charity by the late William Collins Esq.

Salisbury Journal January 1820. Rev Christopher Rigby Collins has sent to the Treasurer of the Fuel Charity in this city a liberal donation of five guineas. Such an addition to the funds of the charity is particularly seasonable at the present moment from the rigor of the weather and the death of several late subscribers.

Keenes' Bath Directory 1824. Rev Rigby Collins of No. 9 The Crescent.

In 1825 Rev Christopher Rigby Collins was officiating minister of the marriage of his son Christopher Gerard Rigby Collins to Annabella Mary Gardiner. The marriage settlement was agreed to by Rev Christopher Rigby Collins of the Crescent Bath, Rev John Gardiner of Bath, Christopher Gerard Rigby Collins of Bath son of Rev Christopher Rigby Collins and Annabella Mary Gardiner of Bath spinster daughter of Rev John Gardiner, the trustees William Collins Colton of Middle Hill, Box Wilts and William Gardiner of Exeter College Oxford.

Gentleman's Magazine Obituary 9 August 1827. At Sidmouth, Elizabeth wife of the Rev C. Rigby Collins of Bath.
Trewman's Exeter Flying Post. On Thursday at Sidmouth after a long and severe illness Eliza wife of Rev C. R Collins MA formerly rector of Ringmore and vicar of Ipplepen and Woodland in Devon.

Christopher Rigby Collins died in 1837 and in his Will given below appointed two executors Christopher Gerard Rigby Collins and George Gregory Gardiner witnessed by Philip Henry Watts. He bequeathed his daughter Edith Ahmuty wife of William Somerville Ahmuty a silver Tea Urn inscribed To The Memory of Joseph Franklin Esquire of Haddenham Bucks. Salisbury Journal Obituary Monday 27 December 1813. Lately at Bath of a violent attack of the gout in head and stomach in the 38th year of his age, J. Franklin Esq of Haddenham in the county of Bucks. His large property evolves to very distant relations.

Bath Journal 13 February 1837 Obituary. At his residence in this City, much regretted after a short but severe illness, Rev Rigby Collins.

St Nicholas Church, Bathampton Somerset Burial Register and Inscriptions: Rev Christopher Rigby Collins died aged 65 at Bath 10 February buried 21 February 1837; his son Henry Rigby Collins died 26 June 1820 aged 6 years.

Bath Journal 22 March 1837. Rev Christopher Rigby Collins deceased. All persons having any undelivered claim or demand on the estate of Rev Christopher Rigby Collins, formerly of Salisbury in the County of Wilts afterwards of Sidmouth in the County of Devon but late of the City of Bath Somerset, are requested to send particulars of their respective demands to me in order that the same may be examined and discharged. Philip Henry Watts solicitor. 20 Queen Square, Bath.

Bath Journal Monday 24 April 1837. Important Sale. Valuable property for investment in noble Freehold Dwelling Houses in the Royal Crescent and Russell Street, shares in the Upper Assembly Rooms, All Saints Chapel and Theatre Royal, Bath and valuable Policy of Assurance. To be sold by auction by Mr Stafford & Son (By order of the Devises and Executors of the Rev C. Rigby Collins deceased) at their rooms in Milsom Street on Monday 1st of May at eleven for twelve o'clock precisely in separate lots.

The very capital Freehold Mansion No. 9 Royal Crescent with coach house and stabling thereto belonging, now in the occupation of Admiral Sir William Hargood GCB as tenant on lease at the annual rent of £190 and subject to a yearly ground rent of £13. Also that very desirable Freehold Family Residence being No. 2 Russell Street subject to a ground rent of £15 per annum and in the occupation of a highly respectable tenant on lease at the yearly rent of £150. Six shares in the Upper Assembly Rooms held for the remainder of a term of 1000 years of which upwards 920 are unexpired. Four shares in a Tontine Annuity of £600 issuing out of the Theatre Royal, Bath. Three shares in All Saints Chapel, Bath. And a valuable Policy Insurance for £600 effected in the Royal Exchange Office, London on the 19th July 1802 on the life of a gentleman now aged about 70 years subject to an annual premium of £17.18s.6d. Further particulars may be known on Application at the offices of Mr Philip Henry Watts solicitor 20 Queen Square or Messrs Stafford in Milsom Street.

Christopher Rigby Collins - Will dated 27 July 1834 proved 13 March 1837.

Summary. This is the last Will and Testament of me the Rev'd Christopher Rigby Collins formerly of the city of New Sarum in the county of Wilts and late of the Royal Crescent, Bath but now residing at Sidmouth in the county of Devon, Master of Arts. By the marriage of my son Christopher Gerard Rigby Collins with Annabella Mary Gardiner I became bound unto the trustees (William Collins Colton and William Gardiner) of their settlement by a £12000 bond in penalty of £24000 conditioned for payment to them by my heirs executors administrators within six calendar months after my decease. I do hereby charge all my freehold estates with payment of said sum and subject thereto devise all my said freehold estates unto and to the use of my son Christopher Gerard Rigby Collins his heirs and assigns. I also bequeath my son my leasehold messuages and premises at Sidmouth and direct the £1000 bond advanced by me to him shall be given up to him to be cancelled. He bequeathed his daughter Edith Ahmuty wife of William Somerville Ahmuty a silver tea um bearing inscription To the Memory of Joseph Franklin Esq of Haddenham Bucks. John Lakeman butler £100 and Thomas Perry groom £50 and to each of the female servants in his service three years and still in service a full year's wages in addition to any wages due.

He devised Christopher Gerard Rigby Collins and Rev George Gregory Gardiner of the city of Bath clerk their heirs executors administrators assigns the rest and residue of estate and effects whatsoever wheresoever subject to payment of just debts funeral and testamentary expenses. In trust to convert into money all parts of residuary estates not consisting of money or securities to invest same in the names of the trustees in Parliamentary stocks or funds of Great Britain and in real or long leasehold securities in England and to stand possessed of such ultimate residue of estate and funds. To pay the interest dividends annual proceeds of three fourth parts thereof equally between his three daughters Elizabeth wife of Robert Austin Langworthy, Mary Beata wife of William Webster and Edith wife of William Somerville Ahmuty during their lives for own sole and separate use independent of their present or future husband free from their debts control forfeitures or engagements. Of the remaining one fourth part to pay one moiety or equal half part of proceeds thereof to his daughter Sarah wife of Rev John Walter Phelps during her life for own sole and separate use and after her decease said proceeds payable to son in law John Walter Phelps during his life time. The trustees to hold said one fourth part and proceeds thereof for the children of his daughter Sarah by her present husband for their maintenance and education. Should there were no issue the one fourth part accumulations to be held in trust for his son Christopher Gerard Rigby Collins and daughters Elizabeth Langworthy, Mary Beata Webster and Edith Ahmuty their respective executors administrators assigns.

I appoint my son Christopher Gerard Rigby Collins and George Gregory Gardiner joint executors in trust of this my Will and declare their receipts for all monies payable to them shall be good discharge to persons paying such receipts. If the trustees appointed or to be appointed or any of them shall happen to die or be desirous of being discharged from or refuse or decline or become incapable to act in the trusts hereby in them reposed before the same shall be fully executed in such case it shall be lawful for the surviving or continuing trustee or executors or administrators of the last surviving trustee to nominate substitute and appoint any other person or persons to be a trustee or trustees in the stead of the trustee or trustees so dying or desiring to be discharged or refusing or becoming incapable to act as aforesaid and that thereupon also the said trust estate monies and premises shall with all convenient speed be converted assigned and transferred in such manner so that the same shall be legally vested in the person or persons so to be appointed as aforesaid either solely or jointly with the surviving or continuing trustee or trustees as occasion shall require and further declared said trustees or either of them their or either of their heirs executors or administrators shall not be charged or chargeable with or accountable for any more of the said trust monies and premises they shall respectively actually receive or shall come to their respective hands by virtue of this Will.

In witness whereof I the said Christopher Rigby Collins have to this my last Will and Testament contained on seven sheets of paper to the first six sheets set my hand and to this seventh and last sheet my hand and seal 27 July 1834 - C. Rigby Collins (ls) signed sealed published and declared by said Christopher Rigby Collins as and for his last Will and Testament in the presence of us who in his presence at his request and in the presence of each other have subscribed our names as witnesses hereto Philip Henry Watts of Bath solicitor. Geo. x Clephane his clerk.

The Will was proved at London 13 March 1837 before the Judge by the oaths of Christopher Gerard Rigby Collins esq the son and the Rev'd George Gregory Gardiner clerk the executors to whom admon was granted having been first sworn by Commons to administer.

By three Indentures a share of property on the New Canal at Salisbury once of Benjamin Charles Collins and late of William Collins was sold by Rev Christopher Rigby Collins, his son Christopher Gerard Rigby Collins, daughters and sons in law Elizabeth wife of Robert Austin Langworthy, Mary wife of William Webster, Sarah wife of John Walter Phelps and Edith wife of William Somerville Ahmuty to William Bird Brodie son of Peter Bellinger Brodie.

Indenture dated 9 May 1832 summary. Made between Rev Christopher Rigby Collins of Sidmouth Devon, Christopher Gerard Rigby Collins of Sidmouth Devon, Robert Austen Langworthy of Bath Somerset, William Webster of 17 Bedford Place, Russell Square Middx a Lieutenant in the Royal Navy, Rev John Phelps of Rennes in the Kingdom of France and William Somerville Ahmuty of Cookstown in the Kingdom of Ireland of the one part and William Bird Brodie of New Sarum Wilts of the other part. That for and in consideration of five shillings apiece of good and lawful money of Great Britain to each of them in hand well and truly paid by said William Bird Brodie at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged. The said parties have sold to William Bird Brodie one undivided fifth part the whole unto five equal parts being considered as divided between them of all that messuage or tenement and ground and soil whereon the same stands and the garden with appurtenances within the city of New Sarum lately called the Ditch but now the New Canal divided and bounded between lands formerly of Robert Baynes on the west part, lands of the Bishop of Sarum on the east part and the land formerly of Lord Staunton on the south part and the street or highway lately called the Ditch but now the New Canal on the north part. All of which were formerly in the occupation of Benjamin Charles Collins, afterward of William Bird Brodie, John Dowding and John Luxford and since of William Bird Brodie and John Dowding, and now of William Bird Brodie and Charles George Brodie together with one undivided fifth part or share of and in all houses shops counting houses warehouses outhouses edifices buildings stables yards gardens ways paths passages easements water courses liberties privileges profits commodities advantages hereditaments and appurtenances. Subject to the powers and declarations expressed and declared and concerning same by an Indenture of Release already prepared and intended to bear date the day next after the day of the date of these presents and made between Rev Christopher Rigby Collins of the first part, Christopher Gerard Rigby Collins of the second part, Robert Austen Langworthy and Elizabeth his wife of the third part, William Webster and Mary Beata his wife of the fourth part, John Walker Phelps and Sarah his wife of the fifth part, William Somerville Ahmuty and Edith his wife of the sixth part, William Bird Brodie of the seventh part and Charles George Brodie of the eighth part. In witness whereof said parties to these presents have set their hands and seals the day and year first above written.

Indenture dated 10 May 1832 summary. Rev Christopher Rigby Collins of the first part, Christopher Gerard Rigby Collins of the second part, Robert Austin Langworthy and Elizabeth his wife of the third part, William Webster and Mary Beata his wife of the fourth part, Rev John Walter Phelps and Sarah his wife of the fifth part, William Somerville Ahmuty and Edith his wife of the sixth part, William Bird Brodie of the seventh part and Charles George Brodie of New Sarum a trustee for purposes hereafter mentioned of the eighth part. Whereas Benjamin Charles Collins at the execution of his Will entitled to said estates and to a fifth part or share that is now intended to be released did sign and publish his last Will dated 19 August 1796 and devised all his estate and effects real and personal to Mary Collins, Sir George Staunton, Peter Bellinger Brodie, Barfoot Colton and William Collins their heirs executors equally share and share alike as tenants in common. Benjamin Charles Collins by codicil dated 7 November 1796 revoked his bequest to Peter Bellinger Brodie but did not make any devise of the share. The Will and codicils were duly proved in the Prerogative Court of Canterbury by Townley Ward one of the executors. Sir George Staunton and Barfoot Colton both died in the lifetime of Benjamin Charles Collins and their shares descended to Dame Jane Staunton widow, Sarah Brodie and Charlotte Bacon the three sisters and co-heirs of Benjamin Charles Collins and said real estates passed to Mary Collins and William Collins respectively as tenants in common. Whereas William Collins having one fifth part of property made and published his Will dated 12 July 1810 and thereby bequeathed Christopher Rigby Collins described as the husband of his daughter Eliza all his estate in trust for the children of the said marriage. William Collins departed this life in August 1810 and his daughter Eliza in August 1827. Christopher Rigby Collins by his wife Eliza had six children Christopher Gerard Rigby Collins, Elizabeth Langworthy, Mary Beata Webster, Sarah Phelps, Edith Ahmuty and Henry Collins who died under 21 years without issue. The said parties have agreed the sale to William Bird Brodie for £360. Forfeiture or otherwise to the use of Charles George Brodie during the life of William Bird Brodie. All that one undivided fifth part or share the whole unto five equal parts . . . hereby released.

Indenture dated 30 October 1832 summary. Final Agreement made in the Court of the King at Westminster before Nicolas Conyngham Tindal, James Allan Park, Stephen Caselee, John Bernard Bosanquet, Edward Hall Alderson, Justices of our King and others then and there present: Between William Bird Brodie and Christopher Gerard Rigby Collins, Robert Austen Langworthy and Elizabeth his wife, William Webster and Mary Beata his wife, John Walter Phelps and Sarah his wife, and William Somerville Ahmuty and Edith his wife of one undivided fifth part of messuage with appurtenances in the city of New Sarum. Whereupon a Plea of Covenant was summoned between them in the same Court that they acknowledged the said one fifth part with appurtenances to be the right of William Bird Brodie and they each remised and quit-claimed to him and his heirs for ever. And for this acknowledgment remise quit claim warranties and agreement William Bird Brodie hath given to the aforesaid the sum of sixty pounds sterling.

Rigby Collins v Clarke. Court of Chancery Bill of Complaint inscribed 11 November 1831.

Complainant Christopher Rigby Collins. Defendant Richard Clarke the younger.

Summary. To the Right Honourable Henry Baron Brougham and Vaux of Brougham in the county of Westmoreland and Lord High Chancellor of Great Britain: Humbly complaining sheweth unto your Lordship your orator the Reverend Christopher Rigby Collins of Sidmouth in the county of Devon and of the city of Bath clerk that by certain Indentures of Lease and Release appointment on mortgage dated 4th and 5th March 1831 the release appointment and mortgage being duly and legally made and executed by and between Richard Clarke the younger of Henton in the parish of Wookey Somerset gentleman of the one part and your orator of the other part. Reciting that by Indentures of Lease and Release dated 25th and 26th May 1830 the release made between Thomas Clarke of the first part, Richard Clarke the elder of the second part, John Whitelocke of the third part, Richard Clarke the younger of the fourth part and William Truman Harford Phelps of the fifth part for the

consideration therein mentioned the messuages or dwelling houses lands and hereditaments with appurtenances were with other hereditaments released and conveyed Subject to the provisoes and agreements the defendant by any deed or instrument in writing legally executed should direct a limitation to the use of William Truman Harford Phelps his executors during the life of the defendant in trust with remainder to the defendant and his assigns for life.

Further reciting the defendant having occasion for the sum of £3000 had requested your orator to lend him said sum which he had agreed to do on having the repayment thereof with interest secured as therein and hereinafter mentioned. It was by said Indenture of 5th March 1831 that in consideration of £3000 sterling money to the defendant in hand then paid by your orator the receipt whereof is acknowledged the defendant pursuant to the execution of authority given him by the Indenture of Release did legally executed absolutely and irrevocably direct and also grant bargain sell and release unto your orator (in his actual possession by virtue of a bargain and sale to him in consideration of five shilling for the term of one year from the day next before the day of the date of said bargain and sale and by force of the statute made for transferring uses into possession) and to his heirs said messuage or tenement at Henton near the river with outbuildings garden and premises belonging late in the occupation of Thomas Barnes and others but then of the defendant And also the newly erected messuage or dwelling house situate near said messuage with gardens outbuildings and premises containing together one acre more or less And the orchard and three closes of arable ground adjoining said orchard of two acres and close of pasture land called Bath's Ground otherwise Bees Ground lying near said closes of four acres Also close of meadow or pasture ground called or known as Over or Upper Allotment of nine acres formerly two closes Nos. 121 and 122 on the plan annexed to the Award of the Commissioners appointed by an act of Parliament for enclosing waste lands in Wookey And close of pasture ground called Lower Allotment of six acres No. 120 and a close called Averys adjoining of one acre No. 119 And close piece or parcel of meadow or pasture ground known as Little Moor Allotment of three acres and two roods No. 1. And paddock or orchard called Innie of one acre and close of pasture land called Ballthorne of six acres all which said messuages lands premises were situate in the parish of Wookey And two closes pieces or parcels of pasture land called Vailshedges of twelve acres situate at Godney in the parish of Meare in county Somerset All of which were then in possession of the defendant or his tenants with all houses outhouses edifices buildings ways paths passages waters watercourses hedges ditches fences trees woods underwoods the ground and soil thereof common of pasture And all other rights liberties casements privileges advantages emoluments rights members and appurtenances whatsoever to said several hereditaments and premises thereby granted and reversions remainders rents issues and profits and all estate right tithe interest use trust property benefit claim whatsoever at law or in equity of him the defendant Richard Clarke the younger

To have and to hold said hereditaments and premises with rights members and appurtenances unto your orator his heirs and assigns subject to a proviso or condition therein contained for redemption of said promises upon payment of the defendant his heirs executors unto your orator for £3000 with interest thereon at five pounds per centum per annum and to which for greater certainty your orator craves leave to refer when produced to this Honorable Court will at large appear And your orator further sheweth unto your Lordship said £3000 was in fact lent to the defendant upon execution of the mortgage and that he signed a receipt thereon And your orator further sheweth said £3000 or any part thereof was not paid to your orator or any other person for his use or on his account according to the proviso whereby the estate and interest of your orator in and to said mortgaged premises became absolute at law And your orator further sheweth said £3000 with an arrear of interest for same is still due and owing to your orator upon the security of said mortgaged premises and which are a very scanty security for same And your orator well hoped the defendant would have paid your orator said £3000 and interest due or want have suffered your orator to have peaceably and quietly held and enjoyed said mortgaged premises And for that purpose your orator hath frequently by himself and his agents applied to the defendant and requested him to pay as aforesaid or else quietly and peaceably deliver up possession to your orator said mortgaged premises together with all deeds evidences and writings relating to or concerning same and to release all his right title and equity of redemption in said premises to your orator

But now so it is may it please your Lordship that the defendant Richard Clarke the younger combining and confederating with divers other persons to your orator at present unknown but whose names when discovered your orator prays he may be at liberty to insert therein with apt and proper words and matter to charge them as parties defendants hereto and contriving how to wrong and injure your orator in the premises The defendant absolutely refuses to comply with your orators said requests some times pretending that he never executed any such deed or indenture of mortgage and will at other times admit but then pretends he has paid off and satisfied said £3000 together with the interest or some part thereof Whereas your orator charges the contrary to be true and said £3000 with interest still remains justly due and owing The defendant will at other times admit but then pretends there are some other mortgages or encumbrances affecting said premises but particulars thereof he refuses to discover Whereas your orator charges if there are any other mortgages or encumbrances besides your orators the defendant ought to state the particulars and when and to whom and by whom and for what sum of money or other consideration the same were respectively made and in whom the same are respectively now vested all which actings pretences and refusals are contrary to equity and good conscience and tend to the manifest wrong and injury of your orator in the premises

In consideration whereof and for as much as your orator is remediless in the premises at Common Law and cannot obtain any adequate relief therein without the aid of a Court of Equity where matters of this nature are properly cognizable and relievable To the end therefore the defendant Richard Clarke the younger and the rest of the confederates when discovered may upon their several and respective corporal oaths according to the best and utmost of their respective knowledge remembrance information and belief full true and perfect answer make to all and singular the several matters aforesaid as fully as if same were here repeated and he and they severally and respectively interrogated thereto That an account may be decreed to be taken of said £3000 and interest due and said defendant be decreed to pay your orator what shall appear due and to grow due on the taking of such account together with your orators costs by a short day to be appointed by this Honorable Court And that in default thereof the defendant and all persons claiming under him may be absolutely barred and foreclosed of and from all equity of redemption or claim to said mortgaged premises and deliver up to your orator all deeds evidences and writings relating to or concerning the mortgaged premises and that your orator may have such further and other relief in the premises as to your Lordship shall seem meet as the case shall require. May it please your Lordship the premises considered to grant unto your orator His Majestys most gracious Writ and Writs of Subpoena issuing out of and under the seal of the Honorable Court to be directed to the said defendant Richard Clarke the younger and his confederates when discovered thereby commanding him and them at a certain day to be named and under a certain penalty to be specified personally to be and appear in this Honorable Court and then full true and perfect answer make to all and singular the matters aforesaid and further to perform such direction or decree as to your Lordship shall seem meet as the nature and circumstances of this case shall or may require And your orator shall ever pray etc. Robt. Wray.

5

The children of Rev Christopher Rigby Collins and Eliza Collins:

Christopher Gerard Rigby Collins

Christopher Gerard Rigby Collins was born 30 July 1802 baptized 9 February 1803 at Yarmouth, Isle of Wight and attended university listed in Alumni Oxonienses 1s- C. cleric. Wadham College matric 30 April 1819. He served with the 16th Light Dragoons noted in the British War Office Army Lists for The Queen's Regiment of Lancers - Talavera Fuentes d'Onor Salamanca Vittoria Nive: appointed Cornet 12 December 1822. Lieutenant 22 June 1826. Captain 29 August 1826 when placed on half pay.

He married firstly 7 April 1825 Annabella Mary Gardiner daughter of Rev John Gardiner and Mary Spiers Piercy. St Michael's Church, Bath Somerset Marriage Entry No. 568. Christopher Gerard Rigby Collins of the Parish of Walcot in this City bachelor and Annabella Mary Gardiner of this Parish spinster were married in this Church by Licence this Seventh Day of April in the year One Thousand Eight Hundred and Twenty Five. By me Christopher Rigby Collins officiating minister. In the Presence of Margaret Balfour. Ann Tennant. Charlotte Gladstone.

Christopher Gerard Rigby Collins and Annabella Mary Gardiner. Marriage Settlement.

Summary. By Indenture dated 6 April 1825 terms of settlement were agreed to by Rev Christopher Rigby Collins of the Royal Crescent in the city of Bath of the first part, Rev John Gardiner of Bath of the second part, Christopher Gerard Rigby Collins of Bath son of Rev Christopher Rigby Collins of the third part, Annabella Mary Gardiner of Bath spinster daughter of Rev John Gardiner of the fourth part, Rev William Collins Colton of Middle Hill, Box Wilts and William Gardiner of Exeter College Oxford trustees of the fifth part.

It was agreed on execution of the now abstracting indenture of settlement that John Gardiner shall pay Christopher Rigby Collins £2000 for own use and that a £4000 bond in penal sum of £8000 be payable to Christopher Rigby Collins within six months after the decease of John Gardiner. Christopher Rigby Collins to secure a £570 annuity for Christopher Gerard Rigby Collins and Annabella Gardiner and that a £12000 bond in penal sum of £24000 shall be payable to the trustees William Collins Colton and William Gardiner within six months after the decease of Christopher Rigby Collins. If there were no lawful issue of the marriage the directions and agreements so declared shall cease and be utterly void as fully and effectually as if same had never existed and said indenture had not been made and executed. In such event the trustees to stand possessed of said £12000 and on £11000 thereof pay the interest to Christopher Gerard Rigby Collins for own use and disposal but subject at all times to the life interest of Annabella Mary Gardiner with the remaining £1000 held in trust for the benefit of John Gardiner. It was agreed between all parties particularly by and on the respective parts and behalves of Christopher Rigby Collins and John Gardiner that if Annabella Mary Gardiner departed this life without leaving lawful issue that John Gardiner were deceased and that Christopher Rigby Collins had received said £4000 this sum to be refunded and in default the trustees to deduct and retain same from said £11000. Should John Gardiner not be deceased the said £4000 to be delivered up for cancellation and John Gardiner released and discharged. Executed by all parties and duly attested.

Annabella Mary Rigby Collins of 10 Paragon Buildings, Bath died 8 April 1838 aged 35 buried 14 April at St Michael's Church Bath. Gentleman's Magazine Obituary. At the house of her father, Rev Dr John Gardiner of Bath, Annabella wife of Captain C. G. Rigby Collins.

Christopher Gerard Rigby Collins married secondly 22 February 1840 Annette Lethbridge daughter of Sir John Hesketh Lethbridge. Gentleman's Magazine. At Harrold Beds C.G.R Collins Esq of Sidmouth late of the 16th Dragoons to Annette third daughter of J. H. Lethbridge and granddaughter of Sir T. B. Lethbridge Bart. Christopher G. Rigby Collins of Helena House Sidmouth and of Heavitree Devon to Annette daughter of John Hesketh Lethbridge and granddaughter of Sir Thomas Buckler Lethbridge of Sandhill Park, Somerset.

Burkes Peerage. Annette Lethbridge married Christopher G. Rigby (sic) Collins of Helena House, Sidmouth sometime Captain 16th Lancers.

In 1838 a Bill of Complaint was brought by the complainants infants under 21 years Elizabeth Frances Ahmuty and Christopher Rigby Ahmuty by Christopher Gerard Rigby Collins of Sidmouth Devon their next friend. Defendants William Somerville Ahmuty, Edith Ahmuty and Charles Henry Moore.

Census 6 June 1841 Montague House, Trinity Road. St Helier Jersey.

William Ahmuty 30 independent. Edith Ahmuty 25 b.England

Elizabeth Ahmuty 9 b.Ireland. Christopher Ahmuty 7 b.Ireland

Census 6 June 1841 The Gaol, St Helier Jersey. C. G. Rigby Collins 35 debtor.

Houlditch v Collins (Christopher Gerard Rigby Collins). Court of Chancery Michaelmas Term 1842.

A creditor obtained judgment in the Court of Exchequer and afterwards took proceedings against the debtor in Jersey and caused him to be arrested there on mesne process. Summary. The Bill stated the plaintiffs in 1840 obtained judgment against one of the defendants Christopher Gerard Rigby Collins in the Court of the Exchequer for £4931 and at that time two other of the defendants were seized of certain freehold hereditaments in trust for Mr Rigby Collins. The plaintiffs were entitled to the same remedies against these hereditaments as to be considered mortgagees and monies due to them be raised and paid or that Mr Collins might be foreclosed. Two of the defendants put in a Plea that in May 1840 the plaintiffs John Houlditch and James Houlditch caused the arrest of Mr Rigby Collins then in Jersey for another debt and that while Mr Rigby Collins was confined in prison at St Helier, the plaintiffs via Thomas Le Breton administrator of their goods caused another writ an ordre provisoire to be issued in Jersey by Mr L. L. Bisson bailiff against Mr Rigby Collins for £4931. On 9 September 1840 Mr Philip Le Gallais deputy viscount the proper officer at the prison seized and put in prison Mr Rigby Collins to compel payment of £4931.14s.10d London exchange the amount given by the Exchequer of Pleas at Westminster London in favour of Messrs Houlditch against Mr Collins on 27 July 1840. It was alleged Mr Collins was still confined in prison in Jersey in respect of the judgment debt.

Mr G. Turner and Mr Piggott in support of the Plea. The intention of the act was to give a creditor remedy either against the person or property of his debtor but not against both, seeing the injustice of keeping a party in prison for non payment when the creditor by seizing the debtor's property took from him the very means of raising the amount. Mr Pemberton and Mr Rolt contra: The act does not apply to lands in Jersey which would not be bound by an English judgment and it does not appear the defendant has been taken in execution on it. Mr Turner: It is not alleged the defendant has any lands in Jersey on which judgment there is to operate, and if there were the judgment here is by the act to be charged on All Lands &c. Master of the Rolls: The question is have the plaintiffs caused the person of the defendant to be taken or

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charged in execution upon such judgement. If they have the charge is released if not the act does not apply. The plea plainly indicates not a taking in execution on the judgment but a proceeding to recover by a new action the amount ascertained to be due by the judgment here. It seems to be on mesne process (profits lost to the owner of land by his having been wrongfully dispossessed of his land). It is therefore not a case under the 16th clause and withdrawal of a defendant from this jurisdiction might render it necessary for a plaintiff to avail himself of the proceedings in a foreign court.

Harrison's Analytical Digest of the Common Law Reports. Houlditch v Collins. A creditor having obtained a judgment which he duly registered under the provisions of 1 & 2 Vict c.110 afterwards caused the debtor to be arrested under bailable process in the island of Jersey on account of the judgment debt. Held this was not such an arrest as would deprive the creditor of the securities over the debtor's property to which he was entitled under the act.

Census 8 April 1861 Pall Mall. St James Westminster. C. G. Rigby Collins lodger 57 late Captain 59th Regiment.

Census 2 April 1871 Bevois Hill House, Portswood Road, South Stoneham Hampshire.
Christopher Gerard Rigby Collins head 68 late Captain in the Army b.Yarmouth Isle of Wight
Annette Rigby Collins wife 48 b.North Wales
Elizabeth Hanchett visitor widow 66 b. Modbury Devon
Martha Portman servant unem 54 b.Southampton. Emily Bolwell servant unem 22 b.Salisbury
Christopher Palmer Rigby visitor m 51 retired Major General b.Yately Hampshire
Matilda Rigby visitor m 36 b.London
Gerard Christopher Rigby visitor 2 b.Torquay Devon
Catherine Webb 38 visitor nurse unem 38 b.London
Francis G. Tembo visitor unem 21 b.East Africa

Census 3 April 1881 Bevois Hill House, Portswood Road, South Stoneham Hampshire.
Christopher Gerard Rigby Collins 79 retired military officer b.Isle of Wight
Annette Rigby Collins wife 59 b. Wales
Eliza Hopgood cook unem 34 b.Wimbourne Dorset
Eliza Jane Blake parlourmaid unem 19 b.Southampton

Obituary 1882 At South Stoneham, Hampshire, Christopher Gerard Rigby Collins aged 79.

Elizabeth Rigby Collins

Elizabeth Rigby Collins married firstly Robert Austin Langworthy son of Dr Charles Cunningham Langworthy at Portpatrick Scotland.

Salisbury Journal 13 June 1825 summary. On Tuesday last a most grand and elegant entertainment was given by Dr and Mrs Langworthy at their country residence Prospect House near Bath to commemorate the arriving of their lovely and interesting daughter in law Mrs Austin Langworthy. To give a full description of the fete would be impossible. Every luxury and comfort that could gratify the eye and tempt the most Epicurean palate were amply provided. The festivities of the day commenced at an early hour. Ringing of bells, discharge of cannon and the enthusiastic sports of the happy and numerous peasantry sufficiently indicated to the chosen guests invited that it was set apart for one continued scene of joy and good humour. At 3 o'clock about 200 children were plentifully regaled with good old English fare, a fine ox and sheep having been roasted for the occasion and a well selected band throughout the day contributed much to enliven the festive scene. At 5 o'clock a sumptuous repast consisting of every delicacy of the season was served up in the saloon to a numerous party of friends. This was followed by a succession of hospitalities during the evening. The house was brilliantly illuminated with devices appropriate to the occasion and the lawn tastefully decorated with a profusion of choice shrubs and flowers in the form of triumphal arches &c interspersed with variegated lamps forming a most beautiful and interesting coup d'oeil. Dancing commenced at eight and an elegant supper was served at one o'clock. After partaking of a refreshing dejeuner a la fourchette the company separated at five o'clock in the morning highly gratified with the entertainment provided by their worthy host and hostess.

Bath Directory 1837.

Robert Austin Langworthy of 24 Circus member of the Royal College of Surgeons, London.
Charles Cunningham Langworthy M.D of 24 Circus and of Kingsdown House, Box Wiltshire.

Robert Austin Langworthy died in 1850 and his widow Elizabeth Langworthy married secondly in 1853 Captain M. Hanchett RN.

Census 2 April 1871 Bevois Hill House, Portswood Road, South Stoneham Hampshire
Christopher Gerard Rigby Collins head 68 late Captain in the Army.
Annette Rigby Collins wife 48.
Elizabeth Hanchett visitor widow 66 b.Modbury Devon

Notes and Queries Obituary 23 August 1874. Elizabeth Collins Hanchett relict of Captain M. Hanchett RN and daughter of the Rev C. Rigbye (sic) Collins of Bath Somerset and of Sidmouth Devon.

Mary Rigby Collins

Mary Rigby Collins married William Webster RN who in 1829 witnessed the marriage of Edith Rigby Collins and William Somerville Ahmuty; in 1832 he was noted a Lieutenant in the Royal Navy of 17 Bedford Place, Russell Square Middx.

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Elizabeth Rigby Collins

Elizabeth Rigby Collins married John Austen Langworthy son of Charles Cunningham Langworthy and Maria Austen daughter of Robert Austen and had son Robert Austen (Austin) Langworthy.

Gentleman's Magazine 8 August 1798. Charles C. Langworthy esq to Miss Austen daughter of the late Archdeacon of Cork.

Monthly Magazine Gloucestershire. At Clifton Church, Charles C. Langworthy to Miss Austen daughter of the late Archdeacon of Cork.

Census 1841 Walcot Somerset. Charles Langworthy 60 yrs. Maria Langworthy 60 yrs.

Biographical Dictionary: Charles Cunningham Langworthy surgeon at Bath who endeavoured to acquire a little notice by espousing the cause of an American Charlatan in a piece entitled A View of the Perkinian Electricity or an Inquiry into the Influence of Metallic Tractors, founded on a newly discovered principle in Nature and employed as a remedy in many painful inflammatory diseases.

A View of Perkinian Electricity by Charles Cunningham Langworthy published 1798 Bath summary: The recent death of a dear and affectionate Brother to attend on whom during his sickness was my first inducement for continuing at Bristol, together with other circumstances which have occurred since the following sheets were printed off, have determined me to fix my residence at Bath. Having more than once in the subsequent pages mentioned my intention of residing at Bristol, this information becomes necessary to the reader. At Bath I shall devote my time and attention to Metallic Practice and on the same terms as I had proposed when at Bristol. Mr Perkins having engaged to furnish me regularly with his Tractors, I shall be enabled to supply any applicants who may be disposed to keep them in their families; they also may be had of Mrs Langworthy, Dowry Square, Hotwells Bristol. The price of them as sold by Mr Perkins in London is Five Guineas per Set. The place of my residence may be known by enquiring at the Pump Room. Charles C. Langworthy. Bath September 1798.

Monthly Magazine 1818. At Modbury deservedly lamented, G. Langworthy, esq eldest brother of Dr. L of Bath, he had been partridge shooting, and was arrived within a few yards of his house when he dropped down and expired. Gentleman's Magazine 1819. Lately at Modbury suddenly in returning from shooting, George Langworthy esq brother to Dr. Langworthy of Bath.

Charles C. Langworthy from 1798 lived in Bath noted at 11 Bond Street, 43 New King Street 1805 to 1812 and 15 Kensington Place 1819.

Bath Directories.

1824 Dr Langworthy physician to Kingsdown House, 24 Circus.

1837 Charles Cunningham Langworthy MD, 24 Circus and Kingsdown House, Box Wiltshire.

Gentleman's Magazine 28 June 1847. Obituary. At Bath, Dr Charles Cunningham Langworthy one of the oldest practitioners of that City.

Bath Chronicle 1 July 1847. At his house in the Circus after a protracted illness, Dr Charles Cunningham Langworthy highly respected for his estimable qualities and one of the oldest practitioners of this city.

Elizabeth Rigby Collins born at Modbury Devon married Robert Austen Langworthy at Portpatrick Scotland 3 April 1824.

Salisbury Journal Monday 13 June 1825 summary. On Tuesday last a most grand and elegant entertainment was given by Dr and Mrs Langworthy at their country residence Prospect House near Bath to commemorate the arriving of their lovely and interesting daughter in law Mrs Austin Langworthy. To give a full description of the fete would be impossible, every luxury and comfort that could gratify the eye and tempt the most Epicurean palate were amply provided. The festivities of the day commenced at an early hour with the ringing of bells, discharge of cannon and the enthusiastic sports of the happy and numerous peasantry sufficiently indicated to the guests invited that it was set apart for one continued scene of joy and good humour. At three o'clock about 200 children were plentifully regaled with good old English fare, a fine ox and sheep having been roasted for the occasion and a well selected band throughout the day contributed much to enliven the festive scene. At five o'clock a sumptuous repast consisting of every delicacy of the season was served up in the saloon to a numerous party of friends followed by a succession of hospitalities during the evening. The house was brilliantly illuminated with devices appropriate to the occasion and the lawn tastefully decorated with a profusion of choice shrubs and flowers in the form of triumphal arches &c interspersed with variegated lamps forming a most beautiful and interesting coup d'oeil. Dancing commenced at eight and an elegant supper was served at one o'clock. After partaking of a refreshing dejeuner a la fourchette the company separated at five o'clock in the morning highly gratified with the entertainment provided by their worthy host and hostess.

Bath Directories.

1824 A. A (sic) Langworthy esq. member of the Royal College of Surgeons London, 24 Circus.

1837. Robert Austin Langworthy MD, 24 Circus.

Census 1841 Bristol Gloucester: Robert Langworthy 35. Elizabeth his wife 30 and children Maria 8 and Elizabeth 2 years.

Robert Austen Langworthy was noted in 1844 of Longwood House, Ashton Bristol and of 34 Park Street in Slaters 1846 Bristol Directory.

Robert Austen Langworthy died in 1850 and his widow Elizabeth Langworthy married secondly in 1853 Captain M. Hanchett RN.

Gentleman's Magazine 23 May 1850. Obituary. Wiltshire at Box, R.A.Langworthy esq. MD.

The Lancet 1850. Dr. R. A.Langworthy deceased. Kingsdown, Box near Bath to be disposed of by private treaty. This highly desirable establishment which has been carried on with great success for upwards of a century and now producing a very handsome income and capable of great extension. Immediate possession may be had so that purchase may obtain a renewal of licence at the ensuing sessions in July next. For all particulars apply to Mr Langworthy solicitor Ilminster Somerset or to Mr Crosby solicitor Bristol.

Census 2 April 1871 Bevois Hill House, Portswood Road, South Stoneham Hampshire

Christopher Gerard Rigby Collins head 68 late Captain in the Army. Annette Rigby Collins wife 48.

Elizabeth Hanchett visitor widow 66. born Modbury Devon.

Notes and Queries. The Protestant Cemetery of Florence Italy known as the English Cemetery.

Headstone Inscription: Sacred to the memory of Elizabeth Collins Hanchett relict of Captain M. Hanchett RN and daughter of the Rev C. Rigby (sic) Collins of Bath Somerset and of Sidmouth Devon died 23 August 1874 aged 71.

Journal of Medical Science 1869. On January 28 at the British Embassy, Paris, Alfred Edmond Baude, Officier Demissionnaire du 1er Regiment de la Garde Impériale, to Maria Frances Talbot Langworthy daughter of the late Robert Austin Langworthy MD.

Hanchett v Briscoe. 1856. Court of Chancery.

Summary. A decree of this Court made 23 February 1838 in cause of Phelps v Barnard in which the plaintiff and her then husband Robert Austen Langworthy were defendants, it was declared the plaintiff then Mrs. Langworthy was absolutely entitled to one fifth part of certain South Sea and East India Stock then standing in the names of two of the defendants in that cause as trustees and the dividends thereof to be held and applied for her absolutely and such one fifth carried to The Account of Defendant Elizabeth Langworthy.

A Petition was subsequently presented in the cause by Robert Austen Langworthy and the plaintiff his then wife, Felix Parkinson and William Briscoe; and after reciting order of 10 August 1838 for the attendance of the plaintiff before certain commissioners to answer how she was willing and desirous the £1616.3s.2d £3% Bank Annuities, £2087.9s.0d Bank stock, £200 East India stock and £195 South Sea stock standing to Account of Elizabeth Langworthy should be transferred and disposed of, she had declared the several sums of stock should be transferred into the names of F. Parkinson and W. Briscoe upon trust for her said Elizabeth Langworthy absolutely the dividends applied for her separate use for life and after stating the certificate of the commissioners to that effect prayed for the transfer accordingly. On 24 December 1841 it was ordered this transfer be made and said stocks were shortly afterwards transferred to Parkinson and Briscoe the trustees. Felix Parkinson did not actively interfere in the management of the trust but William Briscoe, who was alleged to be the solicitor and confidential professional adviser of the plaintiff's late husband R. A. Langworthy, took upon himself the management of the trust funds. The trust funds or greater part of them were sold out by the trustees and advanced to Robert Austen Langworthy upon security of some property. This had been done at the written request of the husband and the plaintiff his wife whereby she authorized the trustees to do so on the husband giving an equitable mortgage of the premises therein mentioned. The plaintiff declared Felix Parkinson and William Briscoe shall not be required to make good any loss or losses that may arise to said trust funds so transferred into their names by reason of such present sale and appropriation or sales and appropriations having been made by reason of said mortgage proving insufficient to realize the sum of £2275 now to be advanced to him and the several sums so advanced him. Mr. Langworthy died in 1850 and his widow the plaintiff married Mr. Hanchett in 1853. Felix Parkinson died in 1849 and William Briscoe in January 1855.

The plaintiff now alleged she had done so on the understanding the greater portion of same would be properly secured on property belonging to her late husband and particularly of his interest in a house at Bath and elsewhere. It appeared after the death of R. A. Langworthy, the plaintiff or her present husband in her right, had received the rents of this house until 24 June 1855. (The Jurist 1849 Saturday 2 September. The following Assignees have been appointed, further particulars may be learned at the Office in Portugal Street, Lincoln's Inn Fields on giving the Number of the Case: Robert A. Langworthy, Bath Somersetshire surgeon No. 37617T. Daniel Wood new assignee, Thomas Flower deceased). This property had however been claimed by the Assignee of Mr Langworthy who had taken benefit of the Insolvent Act and it had been sold to pay prior incumbrances thereon. The plaintiff by this bill insisted that Briscoe had committed a breach of trust by selling out the trust funds and advancing same to her late husband and prayed that they might be replaced out of his estate.

Mr. Rowpell and Mr. Stiffe for the Plaintiff: The object of the declaration of the Court was to protect the wife against the influence of the husband and no assent of hers as a married woman could authorize the trustees to commit a breach of trust. No consideration passed to the wife in the transaction and her exact position was not as it should have been explained to her by the trustee Briscoe nor had she had communicated to her full knowledge of all the circumstances. The contract was not therefore binding upon her and the securities having turned out insufficient Briscoe as solicitor is personally responsible for the deficiency.

Mr. R. Palmer and Mr. Renshaw contra: It is an entirely erroneous view to divide the plaintiff's interest into a life interest and a reversion; when she survived her husband she could then deal with the property as she chose and this is her second husband's suit. The plaintiff was discovered from May 1850 to May 1853 and made no complaint of the advances made with her own assent to her late husband and also she received the rent of one of the houses upon which the money was advanced and continued to receive it after her second marriage to June 1855.

The Master of the Rolls: In this case I am of the opinion this married woman disposed of everything she could dispose of namely her life interest but with respect to her reversionary interest subject to her life interest, she had no power to do so. With respect to the trustees whether they were justified in acting as they did having regard to the orders of the Court, the trustees in my opinion parted with a fund which they were bound to retain and they must therefore replace it. I am disposed to think, although it is not necessary to express an opinion, that although she had no power to dispose of the fund, she might have asked the Court to put it in strict settlement if she had thought fit. To use the expression of the Vice Chancellor of England in the well-known case of Bishop v. Colebrook, if she had come to the Court to ask the Court to settle the fund, she might have had it settled, although she could not dispose of it. I am therefore of the opinion the trustees must replace the fund. I think however that must be done without costs as part of the suit has failed and part of it has succeeded. The better plan is to say it shall be done without costs on either side. The amount of stock must be replaced by the representatives of the trustees and paid into Court and the dividends be paid to them until further order.

Mary Rigby Collins

Mary Beata Rigby Collins married William Webster who in 1829 witnessed the marriage of Edith Rigby Collins and William Somerville Ahmuty and in 1832 he was noted a Lieutenant in the Royal Navy of 17 Bedford Place, Russell Square Middlesex.

Florence Italy. Obituary. Mary Beata Rigby Collins born Somerset daughter of Christopher died 14 February 1884 aged 74.

Sarah Rigby Collins

Sarah Rigby Collins married in 1828 Rev John Walter Phelps born in 1802 son of Rev William Phelps vicar of Meare Somerset. Trewman's Exeter Flying Post or Plymouth & Cornish Advertiser 5 July 1828. At Burrington Devon, Rev John Walter Phelps SCL Jesus College Cambridge to Sarah third daughter of Rev C. Rigby Collins MA of Sidmouth Devon. The happy couple after partaking of an elegant dejeuner a la fourchette at the seat of their brother Captain Webster RN then proceeded to Bath, dined with Dr and Mrs Langworthy of Royal Circus and set off in their carriage for the Continent.

Alumni Oxonienses. William Phelps s. John of Flax Bourton, Somerset. Balliol College matric 18 Nov 1793 aged 17. BA St Alban Hall 1797. vicar of Meare and Bicknoller Somerset and rector of Oxcombe Lincoln at his death in 1856.

Alumni Cantabrigienses. John Walter Phelps adm pens aged 23 Jesus College 24 April 1824. son of Rev William Phelps of Balliol College Oxford 1793. born 13 April 1802 Wells Somerset. school Wells matric Michs 1824.

William Phelps the noted historian married Christian daughter of Truman Harford of Bristol and had two sons William Truman Harford Phelps and John Walter Phelps. Gentleman's Magazine 26 July 1798. At Bristol Rev William Phelps of Wells Somerset to Miss Christian Harford daughter of Truman Harford esq.

William Truman Harford Phelps was a property investor and speculator and purchased various properties in Wells and Wookey High Street. In 1831 Christopher Rigby Collins brought an action reciting indentures made between Thomas Clark, Richard Clarke the elder, John Whitelocke, Richard Clarke the younger of Wookey and William Truman Harford Phelps.

Edith Rigby Collins

Edith Rigby Collins married 12 March 1829 William Somerville Ahmuty son of Thomas Arthur Staples Ahmuty at St Nicholas Church, Sidmouth Devon. Marriage Register Entry No. 271. William Somerville Ahmuty of this parish and Edith Rigby Collins of this parish were married by Licence with Consent of Parents this Twelfth day of March 1829. In the Presence of C. Rigby Collins. William Webster. Eleanor Walton. Ellen Alcock.

Trewman's Exeter Flying Post or Plymouth & Cornish Advertiser 19 March 1829. On Thursday at Sidmouth, William Somerville Ahmuty Esq only child of Colonel Thomas Arthur Staples Ahmuty H.E.I.C Service to Edith youngest daughter of Rev Christopher Rigby Collins MA of the Fort Field. (Sidmouth Devon). Gentleman's Magazine April 1829. At Sidmouth, Somerville Ahmuty (sic) esq only child of Col. Thos. Athur Staples Ahmuty EIC to Edith youngest daughter of Rev C. Rigby Collins of the Fortfields.

Thomas Arthur Staples Ahmuty in his Will devised his son William Somerville Ahmuty and Edith Ahmuty the interest on £9899.5s.8d but if surviving her husband her part to be null and void unless her father Christopher Rigby Collins had settled on them her share of property bequeathed in trust by her grandfather William Collins. In 1832 property on the New Canal at Salisbury once of Benjamin Charles Collins and late of William Collins was sold by Rev Christopher Rigby Collins, his son Christopher Gerard Rigby Collins and daughters and sons in law Elizabeth wife of Robert Austin Langworthy, Mary wife of William Webster, Sarah wife of John Walter Phelps and Edith wife of William Somerville Ahmuty to William Bird Brodie son of Peter Bellinger Brodie.

William Somerville Ahmuty died 11 December 1870 buried at Henton, Wookey Somerset where a memorial headstone was raised by his widow Edith Ahmuty. Wells Journal Thursday 15 December 1870 Obituary. On the 11th inst. at The Hermitage, Henton Wookey, William Somerville Ahmuty Esq aged 61.

The Times Thursday 3 September 1885. The Legal Representative of the late Mrs Edith Ahmuty, wife of William Somerville Ahmuty, who died Kildare Terrace, Westbourne Grove, Paddington Middx 6th February 1885, is requested to Communicate with H.M's Procurateur, Guernsey in reference to a matter connected with her estate.

William Somerville Ahmuty and Edith Rigby Collins had two children Elizabeth Frances Ahmuty and Christopher Rigby Ahmuty. Census 6 June 1841 Montague House, Trinity Road, St Helier Jersey.

William Ahmuty 30. Edith Ahmuty 25. Elizabeth Ahmuty 9 b.Ireland. Christopher Ahmuty 7 b.Ireland.

Bill of Complaint to the Right Honorable Charles Christopher Baron Cottenham of Cottenham Cambridge Lord High Chancellor: Humbly complaining your orators infants under 21 years namely Elizabeth Frances Ahmuty of about 8 years and Christopher Rigby Ahmuty of about 6 years by Christopher Gerard Rigby Collins of Sidmouth Devon their next friend. Defendants William Somerville Ahmuty, Edith Ahmuty and Charles Henry Moore.

12 January 1839. The Answer of William Somerville Ahmuty and Edith Ahmuty.

Summary. These defendants admit Thomas Arthur Staples Ahmuty made and published his last Will dated 22 October 1832 with three codicils and that Frances Ahmuty proved his Will with power reserved to Charles Henry Moore. Frances Ahmuty as executrix held all personal estate and transferred into the names of herself and Charles Henry Moore £9899.5s.8d. 3% of consolidated annuities in the testator's name in the books of the Governor and Company of the Bank of England to answer the legacy settled on William Ahmuty, his wife Edith and their children. Frances Ahmuty departed this life October 1836 and the sole executor having renounced probate William Somerville Ahmuty was granted admon by the proper Ecclesiastical Court and is now the legal personal representative. Since the death of Frances Ahmuty the other defendant Charles Henry Moore has proved the testator's Will and is now the legal representative. The defendants have had only two children Elizabeth Frances Ahmuty and Christopher Rigby Ahmuty and say William Somerville Ahmuty the father is unable to maintain and educate them according to their station in society and that these defendants are necessary parties to this suit as they have an interest in said annuities and residuary estate.